REMARKS

Reexamination and reconsideration of this application in view of the following remarks is respectfully requested. By this amendment, claims 1-2, 8-9, and 15 are amended; no claims are canceled; and no new claims are added. After this amendment, claims 1-20 remain pending in this application.

Claim Rejections - 35 USC §103

Reconsideration of the rejection of claims 1-20 under 35 U.S.C. §103(a) as being considered made obvious by McClung, III, (U.S. Pat. No. 7,107,225 B1) in view of Thakur et al. (U.S. Patent Pub 2002/0194069), is respectfully requested in view of the amendments to claims 1-2, 8-9, and 15, and for the following reasons.

The Examiner states on page 3 of the present Office Action that "McClung fails to explicitly disclose whether a consumer performed the purchase at the host system or at the vendor's web site."

However, the Examiner then uses Thakur to overcome the deficiencies of McClung. In particular, the Examiner states "Thakur discloses the communication system between a host system, consumer, and vendor. Thakur discloses that a consumer makes an initial inquiry to the host system and fills out a host system questionnaire. The host system can further keep a record of the consumer's transactions with each vendor in its database including payments, discounts refunds, and accounting transactions. As can be seen in Fig. 1, the consumer can perform transactions directly with the vendor and provide any necessary information to complete the host system questionnaire. The host system is also in communication with the vendor and the consumer, as well. As a result, it would have been obvious for a consumer to purchase a product from a vendor, provide the vendor information to the host system, having the host system search for the vendor within the host system database, and have the host system be in communication with the vendor in order to monitor any transactions made between the vendor and the consumer (See Fig. 1, Pages5-6¶57,61-64;Page 7¶74)."

The Applicant respectfully suggests that the Examiner has mischaracterized Thakur. Thakur is merely directed towards a system that allows a user to obtain coupons for various vendors. Paragraphs 57 and 61-64 of Thakur (and many other paragraphs) illustrate how a user, **prior to purchasing an item from a vendor**, interacts with a host system for entering pertinent geographic area information to obtain coupons for vendors. Thakur does not even mention pricing protection.

Claim 1 (and similarly claim 8 and 15), on the other hand, as amended now more clearly recites:

receiving, by a first web site, information directly from a user, the information being entered by the user at the first web site via a user interface at the first website, wherein the information is associated with a product and/or service that was purchased by the user from a second web site different from the first web site, wherein the information includes the purchase price of the product and/or service and wherein the second web site offers purchase price protection for the product and/or service, and wherein the user submits the information to the first web site by selecting a button on the user interface;

initiating, by the first web site, the purchase price protection for the product and/or service in response to the user selecting the button on the user interface

Support for this information can be found in the Specification as originally filed at FIG. 3B and paragraphs 46-52. No new matter was added.

In other words, **after a user purchases an item from a second web site**, the user uses a user interface at the first website to enter information associated with the item purchased by the user from the second website. This information includes at least the purchase price of the item purchased at the second website. A user submits this information entered at the user interface by selecting a button on the user interface. The

first web site initiates the purchase price protection in response to the user selecting the button.

Nowhere does McClung alone and/or in combination with Thakur teach this. First of all, McClung is absolutely silent on a user entering any information for purchase price protection. Even col. 4, lines 8-30 of McClung used by the Examiner to reject Claim 2 is completely silent on any type of user interface for a user to enter information associated with a purchase. For example, col. 4, lines 8-30 merely state:

> The present invention, in certain preferred embodiments, provides a method for guaranteeing a consumer a best price on an item (or for a service) purchased from a vendor (either over a computer network or host system or at a vendor location) in a first transaction at a first price, the method including recording the first price (on paper or on a computer system or computer memory) and information identifying the consumer, monitoring the sales price of the item for a predetermined time period after the first transaction, noting any price lower than the first price for the item during the predetermined time period, calculating (either manually, by calculator, and/or by computer) a money-value difference between the first price and said any price lower than the first price, and refunding (in cash in hand paid; by crediting a consumer's account; by providing coupons or certificates; and/or by making the amount available to the consumer either on-line or at a vendor location) to the consumer an amount equal to the money-value difference. The method can be done manually with paper records; on a suitably programmed computer and/or computer system or network; and/or via a host system or any other system, e.g. but not limited to as described in the "Business System" patent application or in any prior art system discussed therein.

The Applicant cannot understand why the Examiner thinks that this citation, or anywhere else in McClung, teaches a user entering any information such as purchase price information of an item. As can be seen from the copied citation, McClung is completely silent on a user entering any type of information associated with a purchased item for the purposes of purchase protection.

McClung alone and/or in combination with Thakur has to teach or suggest that **after** a user purchases an item from a second website the user goes to **a different** website. The user then enters information via a user interface **at that different** website including at least the purchase price of the item. McClung alone and/or in combination with Thakur also has to teach that the user submits the entered information by selecting a

button the user interface. McClung alone and/or in combination with Thakur has to further teach that the purchase price protection is initiated in response to the user selecting the button at the user interface. McClung is completely silent on all of these elements. Thakur is only concerned with coupons and discounts and explicitly teaches that the user interacts with host system **prior** to making a purchased. A user **never** enters information associated with a purchased item. In fact, the only time information associated with a transaction is sent to the host system is by the vendor itself to obtain coupon or discount information for the consumer. See Thakur at paragraph 74 cited by the Examiner. Thakur explicitly teaches that the transaction is held while the vendor sends information to the host to obtain coupon/discount information. In other words, information is sent to the host system **prior** to the item being purchased.

Therefore, McClung alone and/or in combination with Thakur does not teach or suggest:

receiving, by a first web site, information directly from a user, the information being <u>entered by the user at the first web site via a user interface at the first website, wherein the information is</u> associated with a product and/or service that was purchased by the user from a second web site different from the first web site, wherein the information includes the purchase price of the product and/or service and wherein the second web site offers purchase price protection for the product and/or service<u>, and wherein the user submits the information to the first web site by selecting a button on the user interface</u>;

<u>initiating, by the first web site, the purchase price protection for the product and/or service in response to the user selecting the button on the user interface</u>;

determining, by the first web site, a current price for the product and/or service at the second web site;

determining, by the first web site, whether the user is entitled to a purchase price protection refund based on the current price at the second web site; and

the first web site sending directly to the user an indication indicating that the user is entitled to the purchase price protection refund.

With respect to claim 2 and claim 8, the Applicant respectfully requests the Examiner to show where in col. 4, lines 8-30 the Examiner finds that McCLung teaches or suggests

the <u>user interface at the</u> first web site includes a web page having a list of

text fields and identifiers for the user to enter at least one of the following
information associated with a product and/or service that was purchased by the
user from the second web site, the user thereby providing information directly to
the first web:

> a name of the product and/or service;
> a description of the product or service;
> an identifier of the product and/or service;
> a name, address and telephone number of the second web site;
> a date the product and/or service was purchased by the user;
> a price the user paid for the product and/or service; and
> a type of purchase price protection offered by the second web site.

McClung has to teach each of these elements:

> 1.) a first website, which the Examiner admits McClung does not explicitly teach

> 2.) a web page (at the first website) having a list of text fields and identifiers

> 3) the user providing each of the following types of information using the text fields and

identifiers:

> a.) a description of the product or service;

> b.) an identifier of the product and/or service;

> c.) a name, address and telephone number of the second web site;

> d.) a date the product and/or service was purchased by the user;

> e.) a price the user paid for the product and/or service; **and**

> f.) a type of purchase price protection offered by the second web site.

McClung at col. 4, lines 8 where-30 (or any else) is completely silent on all of these elements.

Furthermore, claims 2-7 depend upon independent Claim 1, Claims 9-14 depend upon
independent Claim 8, and Claims 16-20 depend upon independent Claim 15, and because
dependent claims recite all the limitations of the independent claim, it is believed, for this
additional reason, that dependent Claims 2-7, 9-14, and 16-20 also recite in allowable form.

Accordingly, in view of the remarks above, in view of the amendments to Claims 1-2, 8-
9, and 15, and because McClung alone and/or in combination with Thakur does not teach,
anticipate, or suggest the presently claimed invention, the Applicant believes that the rejection of

claims 1-20 under 35 U.S.C. §103(a) has been overcome. The Examiner should withdraw the rejection of these claims.

Conclusion

The foregoing is submitted as full and complete response to the Office Action mailed September 20, 2007. It is believed that the application is now in condition for allowance. Allowance of claims 1-20 is respectfully requested.

No amendment made was related to the statutory requirements of patentability unless expressly stated herein. No amendment made was for the purpose of narrowing the scope of any claim, unless the Applicant has argued herein that such amendment was made to distinguish over a particular reference or combination of references.

The Applicant acknowledges the continuing duty of candor and good faith in the disclosure of information known to be material to the examination of this application. In accordance with 37 CFR §1.56, all such information is dutifully made of record. The foreseeable equivalents of any territory surrendered by amendment is limited to the territory taught by the information of record. No other territory afforded by the doctrine of equivalents is knowingly surrendered and everything else is unforeseeable at the time of this amendment by the Applicant and his attorneys.

The present application, after entry of this Response, comprises twenty (20) claims, including three (3) independent claims. The Applicant has previously paid for twenty (20) claims including three (3) independent claims. The Applicant, therefore, believes that a fee for claims amendment is currently not due.

The Commissioner is hereby authorized to charge any fees that may be required or credit any overpayment to Deposit Account No.: **50-1556**.

      PLEASE CALL the undersigned attorney at (561) 989-9811, should the Examiner believe a telephone interview would help advance prosecution of the application. Reconsideration, re-examination, and allowance of the present claims are requested.

Respectfully submitted,

Date: October 31, 2007   By:_____/Jose Gutman/_____

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